

NEW APPLICATION



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ORIGINAL

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T-01051B-01-0813
T-03406A-01-0813

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October 15, 2001

BY HAND DELIVERY

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

AZ CORP COMMISSION
DOCUMENT CONTROL

2001 OCT 15 P 1:45

RECEIVED

Re: In the Matter of the Application of Qwest Corporation to Establish Non-Recurring Charges for Unbundled Network Element Platforms by Amendment to the Wireline Interconnection Agreement with Eschelon Telecom of Arizona, Inc. (f/k/a Advanced Telecommunications, Inc.)

Dear Madam or Sir:

Please find enclosed an original and ten (10) copies of the Unbundled Network Element Platform ("UNE-P") Amendment to the Wireline Interconnection Agreement ("Agreement") by and between Qwest Corporation ("Qwest") and Eschelon Telecom of Arizona, Inc. ("Eschelon")

This Amendment is to establish non-recurring charges for UNE-Ps. The Arizona Corporation Commission approved the underlying Agreement between Qwest and Eschelon on April 28, 2000, in Docket Nos. T-01051B-00-0109 & T-03406A-00-0109, Decision No. 62489. Enclosed is a service list for these dockets.

Please contact me at (602) 916-5345 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

FENNEMORE CRAIG

Darcy Renfro

Enclosures

cc: Dennis Ahlers, Senior Attorney for Eschelon
Steve Olea, Acting Director, ACC Utilities Division
Chris Kempley, Chief Counsel, ACC Legal Division

PHX/1226787.1/67817.179

**Amendment No. _____ to the Interconnection Agreement
Between Eschelon Telecom, Inc.
and Qwest Corporation
in the State of ARIZONA**

This Amendment No. ("Amendment") is made and entered into by and between Eschelon Telecom, Inc. ("Eschelon") and Qwest Corporation, formerly U S WEST Communications, Inc. ("Qwest"). Eschelon and Qwest may be referenced through this Amendment as the "Parties."

Recitals

WHEREAS, Eschelon and Qwest entered into that certain Interconnection Agreement for service in the state of ARIZONA, which was approved by Arizona Commission on 4-28-00 (the "Agreement"); and

WHEREAS, Eschelon and Qwest wish to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, the Parties agree to the following:

Amendment

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Purpose.

This Amendment is for the purpose of amending the Agreement to establish the Non-recurring charges for Unbundled Network Element Platform ("UNE-P").

2. Amendment Terms

2.1 The Agreement is amended by adding the following additional paragraphs:

Non-Recurring Charges for Eschelon UNE-P.

2.1.1. Definitions. For purposes of this Amendment, "class of service" will refer to one of the following three classes of service:

(a) 1FB, including when ordered with Customer Calling Management System ("CCMS") (*i.e.*, the ordering of CCMS with 1FB does not constitute a change of class of service from 1FB with or without CCMS for billing purposes, so the charge does not apply).

(b) Centrex 21.

(c) Centrex+/Centron (including Centron Standard Station, Centron Basic Station, Centron Feature Package, and Centron Optional Features).

2.1.2. Conversion of End User Customer With Existing Service to Eschelon UNE-P lines. If an end user with existing class of service selects Eschelon as its provider, Eschelon will pay a non-recurring charge of \$ 7.60 for the first UNE-P line and \$1.43 for each additional UNE-P line to serve the end user at the same service address with the same class of service. Separate end users at the same service address, if any, each will be subject to separate non-recurring charges, if applicable.

2.1.3. Provisioning of UNE-P Where there is no Existing Service or Where there is a Change in Class of Service. When Eschelon orders a UNE-P line to serve an end user where there is no existing service, where there is no existing service of the same class of service, or where the number of UNE-P lines ordered by Eschelon is greater than the number of existing lines of the same class of service at the same service address, Eschelon will pay a non-recurring charge of \$69.00 for the first new UNE-P line and \$17.75 for each additional new UNE-P line located at the same service address and ordered at the same time, provided these charges do not exceed commission approved rates. Separate end users at the same service address, if any, each will be subject to separate non-recurring charges, if applicable. The ordering of CCMS with 1FB does not constitute a change of class of service from UNE-P on a 1FB line for billing purposes, so the charge does not apply.

2.1.4. Subsequent Ordering of Feature Changes or Additional Features. When Eschelon orders either a change features (excluding deletions) or additional features for an Eschelon end user provisioned through UNE-P after the initial installation of UNE-P lines, for each UNE-P line to which an additional feature is subsequently added on the same class of service, Eschelon will pay a non-recurring charge of \$7.60 for the first feature and \$1.43 for each additional feature. Separate end users at the same service address, if any, each will be subject to separate non-recurring charges, if applicable.

2.1.5. Effective Date of Rates. The rates set forth on herein shall be effective as of September 1, 2001.

2.2 The Agreement is amended by adding the following additional paragraph:

Features available with UNE-P

Exhibit A to Amended Attachment 3.2 (copy attached) sets forth features which are available, in all forms of that feature, with UNE-P, as well as on which platform they are available. The list of features set forth in Exhibit A is not exclusive. Qwest will make additional features available to Eschelon with UNE-P, as they are, or become, available, at appropriate non-recurring rates, if any.

3. Effective Date

This Amendment shall be deemed effective upon approval by the Arizona Corporation Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

4. Further Amendments

Except as provided in this Amendment, the provisions of the Agreement (as previously amended) shall remain in full force and effect. Except as provided in the Agreement, this Amendment may be further amended or altered only by a written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Eschelon Telecom, Inc.



Signature

Richard A. Smith

Name Printed/Typed

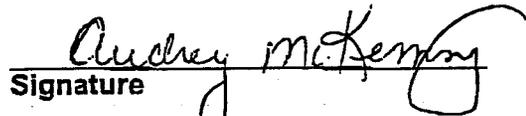
President and CEO

Title

July 31, 2001

Date

Qwest Corporation



Signature

Audrey McKenney

Name Printed/Typed

SVP - Wholesale Markets

Title

July 31, 2001

Date

EXHIBIT A

Features Available On Various Service Platforms And Included In The Flat Rated UNE-P Business Recurring Charge (except as noted below)

	1FB POTS	1FB POTS w/CCMS	CTX21	Centron	Centrex *
Call Hold (Hard)		X	X	X	X
Consultation Hold (Soft)		X	X	X	X
Call Transfer	X	X	X	X	X
3-way Calling	X	X	X	X	X
Call Pickup (Group and Station)		X	X	X	X
Call Waiting/Cancel Call Waiting	X	X	X	X	X
Distinctive Ring	X	X	X	X	X
Speed Call Long - Customer Change	X	X	X	X	X
Station Dial Conferencing (6-way)		X	X	X	X
Call Fwd Busy Line	X	X	X	X	X
Call Fwd Busy Line Expanded	X	X	X	X	X
Call Fwd Busy Line / Don't Answer	X	X	X	X	X
Call Fwd Don't Answer	X	X	X	X	X
Call Fwd Busy (External) Don't Answer	X	X	X	X	X
Call Fwd Busy (Overflow) Don't Answer	X	X	X	X	X
Call Fwd Busy External	X	X	X	X	X
Call Fwd Variable	X	X	X	X	X
Call Park			X	X	X*
MWI A/V	X	X	X	X	X
Centrex Management System (CMS)				X	X
Station Message Detail Recording (SMDR)				X	X
Hunting	X	X	X	X	X
Individual Line Billing	X	X	X	X	X
Intercept	X	X	X	X	X
Intrasystem Calling				X	X
Intercom				X	X
Night Service				X	X
Outgoing Trunk Queuing				X	X
Line Restrictions**				X	X
Toucan Tone	X	X	X	X	X
AICD	X	X	X	X	X
Dial 0				X	X
DID				X	X
DOD				X	X
Automatic Call Back Ring Again				X	X
Executive Busy Override				X	X*
Last Number Recall				X	X*
Make Set Busy				X	X
Network Speed Call				X	X*
Collect & 3rd Party Block	X	X	X	X	X
Custom Ringing	X	X	X	X	X
3-Way Call Blocking	X				
Business Complete a Call	X	X	X	X	X
Complete A Call Block	X	X	X	X	X
CLASS					
Anonymous Call Rejection	X	X	X	X	X
Call # Delivery Blocking (CID Blocking)	X	X	X	X	X
Call Tracs Blocking	X	X	X	X	X
CID # only	X	X	X	X	X
CID Name & Number	X	X	X	X	X
CID on CV	X	X	X	X	X
Continuous Redial	X	X	X	X	X
Continuous Redial Blocking	X	X	X	X	X
Last Call Return	X	X	X	X	X
Last Call Return Blocking	X	X	X	X	X
Priority Calling	X	X	X	X	X
Selective Call Forwarding	X	X	X	X	X
Selective Call Rejection	X	X	X	X	X
Listings					
Primary Listing	X	X	X	X	X
Additional Listing (CLT)	X	X	X	X	X
Foreign Directory Listing (FAL)	X	X	X	X	X
If No Answer Listing (FNA)	X	X	X	X	X
Join! User Listing (JUL)	X	X	X	X	X
Non Listing No Change (NLE)	X	X	X	X	X
Non Listing (NLT)	X	X	X	X	X
Non Published No Change (NPN3)	X	X	X	X	X
Non Published (NPU)	X	X	X	X	X
Extra Line Listing (XLL)	X	X	X	X	X
Change Listing, Business Client (LBS)	X	X	X	X	X

The Following Are Available At Retail Rates Not to Exceed Commission Approved Rates

AIN @ Retail					
Remote Access Forwarding (AFD)	X	X	X	X	X
Scheduled Forwarding (ATF)	X	X	X	X	X
Dual Lock (OC4)	X	X	X	X	X
Do Not Disturb (D7T)	X	X	X	X	X

*New features that require special assembly will be assessed a one-time, cost-based special assembly charge not to exceed commission approved rates.
 **Existing quantities are grandfathered. New quantities will be billed at appropriate rates.

QWEST CORPORATION
ESCHELON TELECOM OF ARIZONA, INC
(F/K/A advanced Telecommunications, Inc.)

Service List

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